

## **Utah Courts Electronic Filing Evaluation/Testing Non-Disclosure Agreement**

The parties agree as follows:

### **(1) Definitions.**

As used in this agreement:

- **AOC:** The Administrative Office of the Courts.
- **Filer:** [name of law firm represented by] [name of attorney].
- **EFSP:** Electronic Filing Service Provider. The Service Provider provides a means for filers to file applicable court documents required or permitted to be filed according to court rules. When referring to the EFSP, references are to employees and associates of the EFSP.
- **E-filing System:** The testing and production environment, databases, and processes for the court's electronic filing system. The intended purpose of the test e-Filing System is to allow an EFSP / filer to test filing with the court, documents required or permitted to be filed according to court rules. The purpose of the "test" environment to which this document primarily refers, is to provide a means for EFSPs / filers to evaluate, discover, and test electronic filing with the court in preparation for implementing a production EFSP / filer system.

### **(2) License.**

The AOC permits the EFSP and the filer to use and evaluate the e-filing system subject to this agreement and rules of the Utah Judicial Council and the rules of the Utah Supreme Court during the time this agreement is in effect. The license and restrictions extend to all persons who use / evaluate / research the e-filing system extending not only to those associated with and/or employed by the EFSP but also those associated with and/or employed by the filer.

### **(3) Restrictions; Misuse.**

The AOC will restrict use and detailed knowledge of the e-Filing system, its processes, and its database as necessary. The AOC will respond to all appropriate requests for information necessary to evaluate and test the court's e-Filing system.

The filer and EFSP will not tamper with the e-filing system, will not transfer into it any harmful material, will not transfer into it any material that may not legally be sent through the United States Mail, and will not use it other than for its intended purpose. The AOC will monitor use of the e-filing system. The AOC may use any appropriate measures to prevent and investigate anyone attempting to modify, deface, delete or otherwise tamper with or abuse the e-filing system. Misuse of the EFSP's / filer's access and evaluation as well as the EFSP's / filer's account may result in temporary termination of the EFSP's / filer's ability to evaluate and/or use the e-filing test and production systems. Examples of misuse include repeated attempts to login with incorrect password; repeated submissions with improper credit card or person information; repeated submissions of improper documents (including a notary's commission); inappropriate inquiries of data and information; sharing of data and knowledge obtained during discovery, testing, and evaluation with others outside of this agreement. All information learned regarding the court's systems, databases, and processes is strictly confidential and is not to be shared outside of this agreement. The filer and EFSP are responsible for all use of the account and information, regardless whether the filer and/or EFSP authorizes or knows of such use.

During the time of e-Filing process discovery and testing, said EFSP / filer will have access to and will become acquainted with court data and processes regularly used in the operations of the Courts. Although much of this information is considered public, the EFSP/filer must treat all information as

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confidential. EFSP /filers are not at liberty to use, share, or publish this information outside of the Courts without prior permission from Courts IT management.

### **(4) Account and Password.**

The AOC will create the filer's and/or EFSP's test account and issue to the filer / EFSP a login identification and password. The filer/EFSP should change the account password immediately upon notice of the account creation. The AOC will change the account password upon the request of the filer/EFSP or, upon proof of agency, the filer's / EFSP's agent. The AOC will not disclose the account password to any person for any reason.

### **(5) Hours of Operation; Inoperability.**

The test e-filing system will receive filings at any time other than when it is inoperable. Inoperability includes time for maintenance and system testing. The AOC will work diligently to maintain the operability of the e-filing test system. The filer/EFSP agrees and understands that the test e-Filing system is a test system and thus does not maintain the same level of operability as a production system due to its nature.

### **(6) Fees.**

It is not the intent of the AOC to charge for use of the e-filing system, but the AOC reserves the right to implement a fee for use of the e-filing system upon adoption by the Judicial Council or Standing Committee on Technology. The AOC reserves the right to require EFSPs / filers to perform initial validation tests with a third party, who may charge a fee, before test accounts are set up on the court's e-filing test system for formal testing.

### **(7) Term.**

This agreement is in effect as of the date signed. The agreement will remain intact but may be terminated at will by any party. If this agreement is terminated at will, the termination will take place one day after the notification of said parties unless the termination is due to misuse or restrictions as specified in section 3 above.

### **(8) External Links; Opinions.**

The e-filing test system may contain links to Internet sites. The AOC is not responsible for any information, materials, opinions, or endorsements appearing on Internet sites not controlled, sponsored, or approved by the AOC. The AOC is not responsible for the opinions of individuals posted on an AOC Internet site, unless the opinions are official opinions issued by representatives of the judiciary.

### **(9) No Warranties.**

The AOC makes no warranty, express or implied, for any materials, information, graphics, products, or processes contained within the e-filing system. The AOC is not responsible for the filer's / EFSP's conduct. The AOC is not liable for damages resulting from the inoperability of the e-filing test system. The AOC is not liable for damages resulting from viewing, copying or distributing public records. The AOC does not waive governmental immunity.

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### (10) Force Majeure.

Performance of this agreement may be delayed or excused without liability when necessitated by a natural disaster, war, adverse legislation, embargo or boycott, civil disturbance, fire, unforeseen equipment failure, or any similar event outside the control of the nonperforming party.

### (11) Governing Law.

All questions concerning the validity, interpretation, performance or breach of this agreement and all questions having any substantial relationship to it shall be decided in accordance with Utah law.

### (12) No Waiver.

No waiver of any provision of this agreement shall operate as a waiver of any other provision, regardless of any similarity or relation that may exist between those provisions, nor shall a waiver in one instance operate as a waiver in any future event. No waiver is binding unless executed in writing by the waiving party.

### (13) Attorney Fees.

Should either party breach any of the promises of this agreement, the breaching party shall pay all expenses incurred by the other party in enforcing its rights under this agreement, including court costs and reasonable attorney fees.

### (14) Integration.

This agreement contains the entire and integrated agreement of the parties as of its date. No prior or contemporaneous promises, representations, warranties, inducements, or understandings between the parties not contained herein shall be of any force or effect.

### (15) Signatures and Contact Information.

The persons signing below warrant that they execute this agreement pursuant to valid and sufficient authority of the entity for which they sign.

#### AOC Representative:

\_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
Title

#### EFSP Representative:

\_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
Title

Mailing address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone:

\_\_\_\_\_

Email Address:

\_\_\_\_\_

## Utah Courts Electronic Filing Evaluation/Testing Non-Disclosure Agreement

**Filer Representative (if applicable):**

\_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_

Title

Mailing address:

\_\_\_\_\_

\_\_\_\_\_

Telephone:

\_\_\_\_\_

Email Address:

\_\_\_\_\_

Please sign, date, and fax this agreement to (801) 578-3968, or email a pdf image to [efiling@email.utcourts.gov](mailto:efiling@email.utcourts.gov). An AOC representative will sign and return a copy along with information on how to access the Integration Guide.